

02-1403-0D  
S & T BANK -vs- RANDALL A. TRUEBLOOD et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

S & T BANK

Plaintiff

vs.

No. 2002-1403-CD

RANDELL A. TRUEBLOOD and  
DEBORAH K. TRUEBLOOD

Defendants

**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on October 9, 2002 and February 10, 2003, I sent by First Class Mail, postage prepaid, the notice required by Pa.R.C.P. 237.1 of our intent to enter a default judgment against the Defendants. Attached hereto and incorporated herein is a true and correct copies of said Notices.

2. This Notice was sent to the Defendants at the following address:

Randell A. Trueblood  
1060 Julia Lane  
Greenville, NC 27858

Deborah K. Trueblood  
533 Buckeye Hallow Road  
Saltville, VA 24370

3. More than ten days have elapsed since the mailing of said Notice, but Defendants are still in default of an Answer or other responsive pleading.

4. Please enter judgment in favor of the Plaintiff and against the Defendants in the amount of **\$71,783.11** plus interest and costs of suit.

**FILED**

MAR 04 2003

0/11:05/m  
William A. Shaw  
Prothonotary

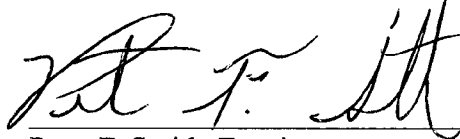
NOTICE TO DEF.

a)	Balance	\$69,244.33
b)	Late Fees	\$ 161.50
c)	Interest Due to 08/23/02	\$ 1,946.43
d)	Additional Fees	\$ 430.85
e)	Interest accruing after 08/23/02 at \$17.0739444 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Prothonotary's costs	\$ _____

PRELIMINARY TOTAL	\$71,783.11
FINAL TOTAL	\$ _____

Respectfully submitted:

Date: 3/3/03

  
Peter F. Smith, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

S & T BANK,

Plaintiff

vs.

No. 2002-1403-CD

RANDELL A. TRUEBLOOD and  
DEBORAH K. TRUEBLOOD,  
Defendants

TO: Randell A. Trueblood  
1060 Julia Lane  
Greenville, NC 27858

Deborah K. Trueblood  
533 Buckeye Road  
Saltville, VA 24370

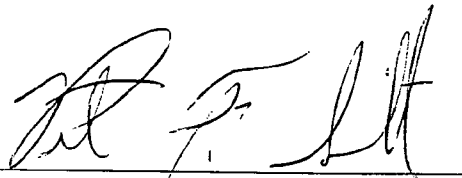
**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**THIS TEN (10) DAY PERIOD SHALL EXPIRE ON OCTOBER 21, 2002.**

Clearfield County Prothonotary  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641, ext. 5982

Date: October 9, 2002

  
Peter F. Smith, Attorney for Plaintiff

cc: Carolyn Kurtz, S& T Bank

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

S & T BANK,

Plaintiff

vs.

No. 2002-1403-CD

RANDELL A. TRUEBLOOD and  
DEBORAH K. TRUEBLOOD,

Defendants

TO: Randell A. Trueblood  
1060 Julia Lane  
Greenville, NC 27858

Deborah K. Trueblood  
533 Buckeye Road  
Saltville, VA 24370

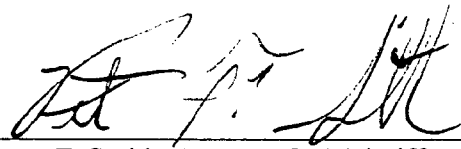
**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**THIS TEN (10) DAY PERIOD SHALL EXPIRE ON FEBRUARY 20, 2003.**

Clearfield County Prothonotary  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641, ext. 5982

Date: February 10, 2003

  
Peter F. Smith, Attorney for Plaintiff

cc: Carolyn Kurtz, S& T Bank

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

S & T BANK,

Plaintiff

vs.

RANDELL A. TRUEBLOOD and  
DEBORAH K. TRUEBLOOD,

Defendants

No. 2002-1403-CD

***CERTIFICATE OF ADDRESS***

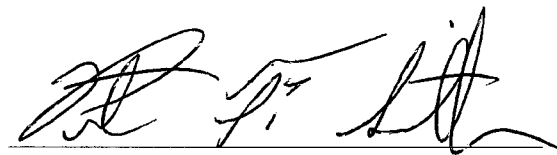
I, Peter F. Smith, attorney for S & T Bank, certify that to the best of my information, knowledge and belief, the correct name and address of the Plaintiff and the last known address of Randell A. Trueblood and Deborah K. Trueblood, Defendants hereto are:

Plaintiff: S & T Bank  
456 Main Street  
P.O. Box D  
Brockway, PA 15824

Defendants: Randell A. Trueblood  
1060 Julia Lane  
Greenville, NC 27858

Deborah K. Trueblood  
533 Buckeye Hallow Road  
Saltville, VA 24370

Date: 3/3/03



Peter F. Smith, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

S & T BANK,

Plaintiff

vs.

RANDELL A. TRUEBLOOD and  
DEBORAH K. TRUEBLOOD,  
Defendants

No. 2002-1403-CD

Notice is given that a judgment has been entered of record in Clearfield County against Randall A. Trueblood and Deborah K. Trueblood, Defendants and in favor of the Plaintiff, plus interest and costs \$71,783.11.

Prothonotary

By  , Deputy

3-4-03

Rule of Civil Procedure No. 236

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

S & T BANK,

Plaintiff


vs.

RANDELL A. TRUEBLOOD and  
DEBORAH K. TRUEBLOOD,  
Defendants

No. 2002-1403-CD

Notice is given that a judgment has been entered of record in Clearfield County against Randall A. Trueblood and Deborah K. Trueblood, Defendants and in favor of the Plaintiff, plus interest and costs \$71,783.11.

Prothonotary

By , Deputy  
3-4-03

Rule of Civil Procedure No. 236

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

S & T Bank  
Plaintiff(s)

No.: 2002-01403-CD

Real Debt: \$71,783.14

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Randell A. Trueblood  
Deborah K. Trueblood  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 4, 2003

Expires: March 4, 2008

Certified from the record this March 4, 2004

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment, Debt,  
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

S & T BANK,

Plaintiff

vs.

RANDELL A. TRUEBLOOD and  
DEBORAH K. TRUEBLOOD,

Defendants

No. 2002-1403-CD

**PRAECIPE FOR WRIT OF EXECUTION**

To: Clearfield County Prothonotary

Dear Sir:

Kindly issue a Writ of Execution in the above-captioned matter directed to the Sheriff of  
Clearfield County as follows:

1. Index this Writ against:

**Randell A. Trueblood and  
Deborah K. Trueblood**

2. Property owned by the Defendants as follows:

**The parcel of real estate subject to this action consists of two-story split-level house with beige siding and brick along with a two car attached garage known as 1486 Treasure Lake, DuBois, Pennsylvania, 15801, Clearfield County more particularly described as follows:**

**ALL that certain tract of land designated as Section 13A, Lot 205, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office in Misc. Docket Map File No. 25.**

**EXCEPTING AND RESERVING therefrom and subject to:**

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments or record and in the aforesaid recorded plan.

2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, page

**FILED**

MAR 04 2003

**William A. Shaw  
Prothonotary**

NO CHRG.

6 WRITS TO SHFL

476; all of said restrictions being covenants which run with the land.

3. All minerals and mining rights of every kind and nature.

4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

5. The right of the owner and /or operator of any facilities within the said Treasure Lake Subdivision to assess fees and charges against Grantee, its heirs, administrators, executors, successors and assigns for the use and /or maintenance of any such facilities which, if unpaid, shall become a lien upon the land and be an encumbrance against it.

BEING the same premises which were conveyed to Randell A. Trueblood and Deborah K. Trueblood, husband and wife, by Deed of Robert M. Van Alstine and Judith A. Van Alstine, husband and wife, dated June 6, 2000, recorded at Clearfield County Instrument Number 20008224.

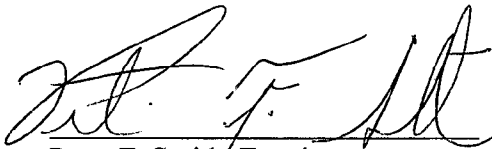
Also identified by Clearfield County Tax Map Number 128-D2-13A-205-21.

3. Amounts Due:

a)	Balance	\$69,244.33
b)	Late Fees	\$ 161.50
c)	Interest Due to 08/23/02	\$ 1,946.43
d)	Additional Fees	\$ 430.85
e)	Interest accruing after 08/23/02 at \$17.0739444 per day (to be added)	\$
e)	Costs of suit (to be added)	\$
f)	Attorney's fees	\$
g)	Prothonotary's cost	\$

PRELIMINARY TOTAL	\$71,783.11
FINAL TOTAL	\$

Dated: 3-3-03

  
Peter F. Smith, Esquire  
Attorney for Plaintiff  
30 South Second Street  
P.O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

S & T BANK,

Plaintiff

vs.

RANDELL A. TRUEBLOOD and  
DEBORAH K. TRUEBLOOD,

Defendants

No. 2002-1403-CD

**WRIT OF EXECUTION  
NOTICE**

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may also have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing; and, (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to Court ready to explain your exemption. If you do not come to Court to prove your exemptions, you may lose some of your property.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

Clearfield County Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641 ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

S & T BANK,	:	
	:	
Plaintiff	:	
	:	No. 2002-1403-CD
vs.	:	
	:	
DANIEL J. WOLFE and DAWN M.	:	
WOLFE,	:	
	:	
Defendants	:	

**WRIT OF EXECUTION**

Commonwealth of Pennsylvania/County of Jefferson  
To the Sheriff of Jefferson County

To satisfy the judgment, interest, costs and attorney's commission against the Defendant above:

1. You are directed to levy upon the real estate owned by the Defendant as follows and sell their interest therein:

**The parcel of real estate subject to this action consists of two-story split-level house with beige siding and brick along with a two car attached garage known as 1486 Treasure Lake, DuBois, Pennsylvania, 15801, Clearfield County more particularly described as follows:**

**ALL that certain tract of land designated as Section 13A, Lot 205, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office in Misc. Docket Map File No. 25.**

**EXCEPTING AND RESERVING therefrom and subject to:**

- 1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments or record and in the aforesaid recorded plan.**
- 2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.**
- 3. All minerals and mining rights of every kind and nature.**
- 4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.**

5. The right of the owner and /or operator of any facilities within the said Treasure Lake Subdivision to assess fees and charges against Grantee, its heirs, administrators, executors, successors and assigns for the use and /or maintenance of any such facilities which, if unpaid, shall become a lien upon the land and be an encumbrance against it.

BEING the same premises which were conveyed to Randell A. Trueblood and Deborah K. Trueblood, husband and wife, by Deed of Robert M. Van Alstine and Judith A. Van Alstine, husband and wife, dated June 6, 2000, recorded at Clearfield County Instrument Number 20008224.

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e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Prothonotary's costs	\$ _____

PRELIMINARY TOTAL \$71,783.11

FINAL TOTAL \$

Prothonotary 228.14

\_\_\_\_\_  
Prothonotary

By: \_\_\_\_\_  
Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

S & T BANK,

Plaintiff

vs.

RANDELL A. TRUEBLOOD and  
DEBORAH K. TRUEBLOOD

Defendants

:  
:  
:  
:  
:  
:  
:  
:

No. 2002-1403-CD

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which had been levied upon,

(a) I desire that my \$300.00 statutory exemption be

\_\_\_\_ (i) Set aside in kind (specify property to be set aside in kind):

\_\_\_\_\_

\_\_\_\_ (ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

\_\_\_\_\_

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300.00 statutory exemption: \_\_\_\_ in cash \_\_\_\_ in kind (specify property):

\_\_\_\_\_

(b) Social Security benefits on deposit in the amount of \$\_\_\_\_\_.

(c) Other (specify amount and basis of exemption):

\_\_\_\_\_

I request a prompt court hearing to determine the exemption. Notice of hearing should be given to me at:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

Date: \_\_\_\_\_

\_\_\_\_\_  
Defendant

**THIS CLAIM TO BE FILED WITH  
THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY**

Clearfield County Sheriff  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641

## **MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms, and equipment
3. Most wages and unemployment compensation
4. Social security benefits
5. Certain retirements funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

Lap over margin

**PETER F. SMITH**

ATTORNEY

30 SOUTH SECOND STREET

P.O. BOX 130

CLEARFIELD, PA. 16830

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 13030

S&T BANK

02-1403-CD

VS.

TRUEBLOOD, RANDELL A. & DEBORAH K.

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW DECEMBER 19, 2002 SHERIFF OF PITT COUNTY, NORTH CAROLINA WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RANDELL TRUEBLOOD, DEFENDANT.

NOW JANUARY 3, 2003 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RANDELL TRUEBLOOD, DEFENDANT BY DEPUTIZING THE SHERIFF OF PITT COUNTY, NORTH CAROLINA. THE RETURN OF SHERIFF OF PITT COUNTY IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

**Return Costs**

Cost	Description
24.17	SHFF. HAWKINS PAID BY: PLFF.
5.00	PITT CO., N.C. SHFF. PAID BY: PLFF.
10.00	SURCHARGE PAID BY: PLFF.

**FILED**

01/23/2003  
FLB 072003

William A. Shaw  
Prothonotary

**Sworn to Before Me This**

*7th* Day Of *February* 2003  
*William A. Shaw*  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

**So Answers,**

*Chester A. Hawkins*  
*My Mauley Stamp*  
Chester A. Hawkins  
Sheriff



PITT COUNTY, NORTH CAROLINA  
**OFFICE OF THE SHERIFF**  
MAC MANNING, SHERIFF

State of North Carolina

Pitt County

I, Joseph A. Santopolo, being first duly sworn, depose & say that I am a duly appointed, sworn & qualified Deputy Sheriff in and for the county of Pitt, North Carolina.

I am authorized by the laws of the State of North Carolina to serve Civil Process in the County of Pitt, North Carolina.

On the 3 day of Jan, 2003,  
☒ I made service of the Mortgage Foreclosure upon the following person(s) Randell Trueblood,  
by \_\_\_\_\_  
☐ Defendant was not served for the following reason:  
\_\_\_\_\_

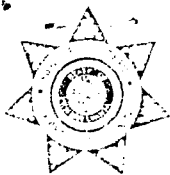
This, the 3 day of Jan, 2003

Mac E. Manning Jr.,  
Sheriff of Pitt County

By: Joseph A. Santopolo 7163  
Deputy Sheriff

Sworn and subscribed to before me,  
This the 3<sup>rd</sup> day of JAN, 2003  
Dorothy E. Speight  
Notary Public  
My Commission Expires: 10-27-07

(Seal)



CHESTER A. HAWKINS  
SHERIFF

*56384*  
**Sheriff's Office**  
**Clearfield County**

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641  
AFTER 4:00 P.M. (814) 765-1533  
CLEARFIELD COUNTY FAX  
(814) 765-5915

*Handwritten notes:*  
9-11-02  
7-11-03  
2777  
2163  
4

Robert Snyder  
CHIEF DEPUTY  
Cynthia Aughenbaugh  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK  
PETER F. SMITH  
SOLICITOR

**DEPUTATION**

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

S&T BANK

TERM & NO. 02-1403-CD

VS

DOCUMENT TO BE SERVED:  
COMPLAINT IN MORTGAGE FORECLOSURE

RANDELL A. TRUEBLOOD

**SERVE BY:** A.S.A.P.

Please send affidavit to: the  
Clearfield County Sheriff  
1 N. 2nd St. Suite 116  
Clearfield, Pa 16830

**MAKE REFUND PAYABLE TO:** S&T BANK

**SERVE:** RANDELL A. TRUEBLOOD

**ADDRESS:** 1060 Julia Lane, Greenville, NC 27858

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF PITT COUNTY, N.C. COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 19th Day of DECEMBER 2002.

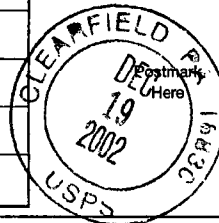
Respectfully

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.80</b>



**Sent To**

PITT COUNTY SHERIFF

Street, Apt. No.,  
or PO Box No.

PO Box 528

City, State, ZIP+ 4

Greenville, N.C. 27834

PS Form 3800, January 2001

See Reverse for Instructions

7001 1940 0001 9406 1577

### **Certified Mail Provides:**

13030

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

### **Important Reminders:**

- Certified Mail may **ONLY** be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PITT COUNTY SHERIFF  
PO Box 528  
Greenville, NC 27834

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*x Deborah McLaughlin* ☐ Agent  
☒ Addressee

B. Received by (Printed Name)

*Deborah McLaughlin*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

UNITED STATES POSTAL SERVICE



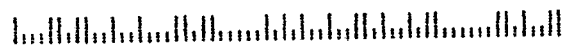
First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

CHESTER A. HAWKINS  
Sheriff of Clearfield County  
1 N. 2nd ST. Suite 116  
Clearfield, Pa. 16830

13030

02



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

S & T BANK,  
Plaintiff

vs.

RANDELL A. TRUEBLOOD and  
DEBORAH K. TRUEBLOOD,  
Defendants

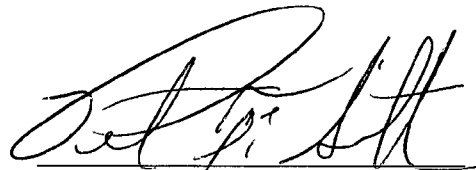
No. 2002-1403-CD

***PRAECIPE TO REINSTATE***

TO: William A. Shaw, Sr., Clearfield County Prothonotary

Please reinstate the Complaint filed in the above caption matter and recertify one counterpart of the Complaint and forward it to Sheriff Hawkins for service.

Date: December 18, 2002



Peter F. Smith, Esquire  
Attorney for Plaintiff

cc: S & T Bank

**FILED**

O 10:24 AM DEC 19 2002  
-BA

William A. Shaw  
Prothonotary

NO COURT COSTS  
REINSTATED COMPLAINT TO  
ATTY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13030

S&T BANK

02-1403-CD

VS.

TRUEBLOOD, RANDELL A. & DEBORAH K.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW SEPTEMBER 14, 2002 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DEBORAH K. TRUEBLOOD, DEFENDANT BY CERT MAIL #7001 1940 0001 9405 9574 AT 533 BUCKEYE ROAD, SALTVILLE, VA. 24370 BEING HER LAST KNOWN ADDRESS. THE RETURN RECEIPT IS HERETO ATTACHED AND MADE A PART OF THIS RETURN ENDORSED BY DEFENDANT. THE LETTER WAS SENT MARKED "ADDRESSEE ONLY".

NOW SEPTEMBER 11, 2002 MAILED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE TO RANDELL A. TRUEBLOOD, DEFENDANT BY CERT. MAIL #7001 1940 0001 9405 9581 AT 1060 JULIA LANE, GREENVILLE, N.C. 27858 BEING HIS LAST KNOWN ADDRESS. THE LETTER IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "UNCLAIMED". THE LETTER WAS SENT MARKED "ADDRESSEE ONLY".

Return Costs

Cost	Description
41.97	SHFF. HAWKINS PAID BY: PLFF.
20.00	SURCHARGE PAID BY: PLFF.

Sworn to Before Me This

4th Day Of Oct 2002

*W. A. Shaw*  
Deputy Notary

**FILED**

OCT 04 2002

William A. Shaw  
Deputy Notary

So Answers,

*Chester A. Hawkins*  
by *Marilyn Harris*  
Chester A. Hawkins  
Sheriff

**FILED**

OCT 04 2002

0/10:13 a.m.

William A. Shaw  
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

S & T BANK,

Plaintiff

vs.

RANDELL A. TRUEBLOOD and  
DEBORAH K. TRUEBLOOD  
Defendants

No. 2002- 1403-CD

Type of Case:  
**FORECLOSURE**

Type Of Pleading:  
**COMPLAINT**

Filed on Behalf of:  
**PLAINTIFF**

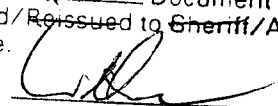
Attorney for this party:  
**Peter F. Smith, Esquire**  
Supreme Court No. 34291  
30 South Second Street  
P.O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

**FILED**

SEP 10 2002

William A. Shaw  
Prothonotary

Dec 19, 2002 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

  
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

S & T BANK,

Plaintiff

vs.

RANDELL A. TRUEBLOOD and  
DEBORAH K. TRUEBLOOD  
Defendants

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No. 2002-

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you, and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE OR CANNOT AFFORD A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

Clearfield County Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641 ext. 5982

## AMERICANS WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans with Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the Court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the Court. You must attend the scheduled conference or hearing.

Clearfield County Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641 ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

S & T BANK,	:	No. 2002-
Plaintiff	:	
	:	
vs.	:	
	:	
RANDELL A. TRUEBLOOD and	:	
DEBORAH K. TRUEBLOOD	:	
Defendants	:	

**COMPLAINT TO FORECLOSURE MORTGAGE**

COMES NOW, S& T BANK, by its attorney, Peter F. Smith, who pursuant to Pa.C.P. 1147 pleads:

1. The name of the Plaintiff is **S & T BANK**, a national banking institution, with its principal office at 800 Philadelphia Street, Indiana, Pennsylvania, 15701.
2. The names of the first Defendant is **RANDELL A. TRUEBLOOD**, whose last known address is 1060 Julia Lane, Greenville, NC 27858.
3. The name of the second Defendant is **DEBORAH K. TRUEBLOOD**, whose last known address is 533 Buckeye Hollow Road, Saltville, VA 24370.
3. The parcel of real estate subject to this action is a house and lot known as 1486 Treasure Lake, DuBois, Pa 15801-9039, which is in Clearfield County, Pennsylvania, more particularly described as follows:

**ALL that certain tract of land designated as Section 13A, Lot 205, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office in Misc. Docket Map File No. 25.**

**EXCEPTING AND RESERVING therefrom and subject to:**

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments or record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.

3. All minerals and mining rights of every kind and nature.

4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

5. The right of the owner and /or operator of any facilities within the said Treasure Lake Subdivision to assess fees and charges against Grantee, its heirs, administrators, executors, successors and assigns for the use and /or maintenance of any such facilities which, if unpaid, shall become a lien upon the land and be an encumbrance against it.

BEING the same premises which were conveyed to Randell A. Trueblood and Deborah K. Trueblood, husband and wife, by Deed of Robert M. Van Alstine and Judith A. Van Alstine, husband and wife, dated June 6, 2000, recorded at Clearfield County Instrument Number 20008224.

Also identified by Clearfield County Tax Map Number 128-D2-13A-205-21.

4. The Defendants mortgaged the property described above to S & T Bank, Plaintiff, by instrument dated June 12, 2000 for principal debt of \$71,800.00 together with interest. Said mortgage was recorded in Clearfield County Record Instrument Number 200008225. A true and correct copy of said mortgage is attached hereto and incorporated herein as Exhibit A.

5. Defendants also executed a Home Equity Agreement in favor of S & T Bank together with the forgoing mortgage evidencing their personal obligation to pay the \$71,800.00 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said note is attached hereto incorporated herein by reference Exhibit B.

6. Plaintiff has not assigned this mortgage or home equity agreement.

7. No judgment has been entered in any jurisdiction upon this mortgage or underlying obligation to pay the note.

8. Defendants are entitled to no credits or set-offs.

9. On or about June, 2002, the Defendants failed to make the full monthly payment of \$854.00, and at no time since then have all monthly payments been made which constitutes a default.

10. After crediting all amounts paid by the Defendants to Plaintiff in reduction of this mortgage, there is a total past due of \$1,938.03 as of August 23, 2002.

11. Written and oral demand have been made upon the Defendants to make payments to Plaintiff and correct their default, but either has failed to do so.

12. The exact amount due under said mortgage and because of Defendants default, after acceleration of the balance due pursuant to its terms as of August 23, 2002, are as follows:

a)	Balance	\$69,244.33
b)	Late Fees	\$ 161.50
c)	Interest Due to 08/23/02	\$ 1,946.43
d)	Additional Fees	\$ 430.85
e)	Interest accruing after 08/23/02 at \$17.0739444 per day (to be added)	\$
e)	Costs of suit (to be added)	\$
f)	Attorney's fees	\$ _____

PRELIMINARY TOTAL	\$71,783.11
<b>FINAL TOTAL</b>	<b>\$</b>

13. In compliance with Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 et seq., and the Homeowner's Emergency Mortgage Assistance Act, 1959, Dec, P.L. 1688, No. 621, art. IV-C, Section 402-C, added 1983, Dec 23, P.L. 385, No. 91, Section 2, 35 P.S. Section 1680.401c et seq., S & T Bank sent a letter to the Defendant by Certified Mail on July 22, 2002, at their last known address advising their default and rights under this Act. A true and correct copy of said letter is attached hereto and incorporated herein by reference as Exhibit C.

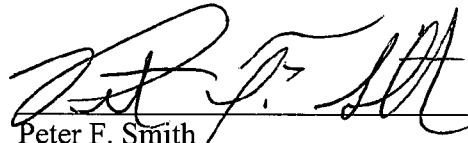
14. The original certified mail receipts postmarked by the U.S. Postal Service are attached hereto and incorporated herein by reference as Exhibit D.

15. More than thirty (30) days have elapsed since the mailing of said notice. Neither Plaintiff nor Plaintiff's counsel have received notice that the Defendants have their rights under said notices.

WHEREFORE, Plaintiff demands judgment in its favor as specified in Paragraph 12 above, authority to foreclose its mortgage against the real estate, and such other relief as the court deems just.

Respectfully submitted,

Dated: 9-5-02

  
Peter F. Smith  
Attorney for Plaintiff

AFFIDAVIT

STATE OF PENNSYLVANIA :  
 : SS  
COUNTY OF CLEARFIELD :

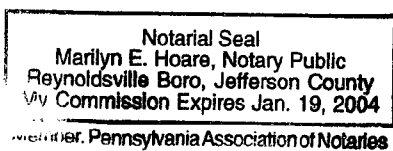
R. C. BERQUIST, JR., being duly sworn according to law, deposes and says that he is the Vice President for S & T BANK, and, as such, is duly authorized to make this Affidavit, and further, that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

  
R. C. Berquist, Vice President S & T

SWORN TO AND SUBSCRIBED

Before me this 30th  
Day of August, 2002

  
Notary Public Marilyn E Hoare



WHEN RECORDED MAIL TO

S & T BANK ATTENTION: Loan Servicing  
PO BOX 190  
INDIANA, PA 15701

Loan Number : 1000299022-00001

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 12, 2000  
The mortgagor is Randell A. Trueblood and Deborah K. Trueblood

S & T BANK ("Borrower"). This Security Instrument is given to  
which is organized and existing under the laws of COMMONWEALTH OF PENNSYLVANIA, and whose address is  
800 PHILADELPHIA STREET, INDIANA, PA 15701

("Lender"). Borrower owes Lender the principal sum of  
Seventy-One Thousand Eight Hundred Dollars And 00/100  
Dollars (U.S.\$ 71,800.00). This debt is evidenced by Borrower's note dated the same date as this Security  
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on  
July 1, 2020. This Security Instrument secures to Lender: (a) the repayment of the debt  
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all  
other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the  
performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose,  
Borrower does hereby mortgage, grant and convey to Lender the following described property located in  
Sandy Township, Clearfield County, Pennsylvania:

SEE ATTACHED LEGAL DESCRIPTION

KAREN L. STARK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200008225

RECORDED ON  
JUN 12, 2000  
3:14:02 PM

RECORDING FEES -	\$23.00
RECORDER	
COUNTY IMPROVEMENT	\$1.00
FUND	
RECORDER	\$1.00
IMPROVEMENT FUND	
STATE WRIT TAX	\$0.50
TOTAL	\$25.50

*Paul M. Ching*

which has the address of Treasure Lake Section 13A Lot 205  
[Street]

DuBois  
[City]

Pennsylvania 15801 ("Property Address");  
[Zip Code]

PENNSYLVANIA - Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 1950 (9211)

Form 3039 9/90 (page 1 of 6 pages)

Eastern  
Software  
CORPORATION

Exhibit A

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument, unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender

### LEGAL DESCRIPTION

ALL that certain tract of land designated as Section 13A, Lot 205, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office in Misc. Docket Map File No. 25.

#### EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc., or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.
5. The right of the owner and/or operator of any recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against Grantee, its heirs, administrators, executors, successors and assigns for the use and/or maintenance of any such facilities which, if unpaid, shall become a lien upon the land and be an encumbrance against it.

BEING the same premises which were conveyed to Randell A. Trueblood and Deborah K. Trueblood, husband and wife, by Deed of Robert M. Van Alstine and Judith A. Van Alstine, husband and wife, dated June 6, 2000, and intended to be recorded herewith.

requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with any Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT -- Uniform Covenants 9/90 (page 3 of 6 pages)

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, required immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may

specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall be fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration pursuant to paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

**22. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waiver.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**24. Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale pursuant to this Security Instrument.

**25. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

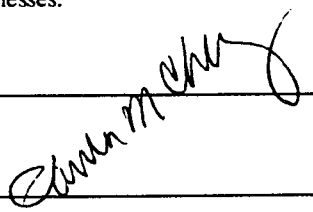
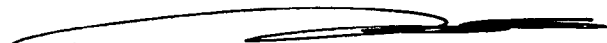
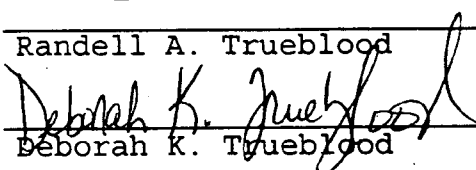
**26. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
[Check applicable box(es)]

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider                         | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider                    | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]      |  |   |

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

		(Seal)
_____	Randell A. Trueblood	Borrower
_____		(Seal)
	Deborah K. Trueblood	Borrower
	_____	(Seal)
		Borrower
	_____	(Seal)
		Borrower

COMMONWEALTH OF PENNSYLVANIA, Clearfield

County ss:

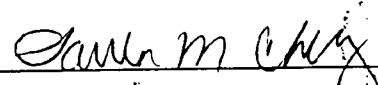
On this, the 12th day of June 2000, before me, a Notary Public,  
the undersigned officer, personally appeared Randell A. Trueblood  
and Deborah K. Trueblood

known to me (or satisfactorily proven)  
to be the persons whose names are subscribed to the within instrument and acknowledged  
that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

Notarial Seal  
Paula M. Cherry, Notary Public  
DuBois, Clearfield County  
My Commission Expires Sept. 16, 2001

  
\_\_\_\_\_  
Notary Public

CERTIFICATE OF RESIDENCE I, Paula M. Cherry,

do hereby certify that the correct address of the within named lender is  
800 PHILADELPHIA STREET, INDIANA, PA 15701

Witness my hand this 12th day of June, 2000

  
\_\_\_\_\_

Agent of Lender

# PLANNED UNIT DEVELOPMENT RIDER

Loan Number : 1000299022-00001

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 12th day of June, 2000, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to S & T BANK

of the same date and covering the Property described in the Security Instrument and located at: (the "Lender")

Treasure Lake Section 13A Lot 205, DuBois, PA 15801

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS, & RESTRICTIONS

(the "Declaration"). The Property is a part of a planned unit development known as:

Treasure Lake

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the Homeowners Association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

MULTISTATE PUD RIDER -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 1622L1 (9612)

Eastern  
Software  
CORPORATION

(Page 1 of 2 pages)

To Order Call: 1-800-530-9393 ☐ Fax 616-791-1131

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 and 2 of this Planned Unit Development Rider.

\_\_\_\_\_  
Randell A. Trueblood

(Seal)  
-Borrower

\_\_\_\_\_  
Deborah K. Trueblood

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

[Sign Original Only]

Form 3150 9/90

GREATLAND ■

To Order Call 1-800-530-9393 ☐ Fax 616-791-1131

(Page 2 of 2 pages)

ITEM 1622L2 (9612)

Loan Number : 1000299022-00001

# NOTE

June 12, 2000  
[Date]

INDIANA  
[City]

PA  
[State]

Treasure Lake Section 13A Lot 205 , DuBois, PA 15801  
[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 71,800.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is S & T BANK

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 9.000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on August 1, 2000 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on July 1, 2020 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at  
800 Philadelphia Street, Indiana, PA 15701  
or any office of S&T Bank

or at a different place if required by the Note Holder.

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 646.01

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

## 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Form 3200 12/83

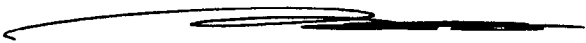
GREATLAND ■

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or an interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

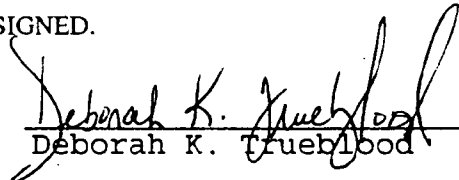
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower has executed and acknowledges receipt of pages 1 through 3 of this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
\_\_\_\_\_  
Randell A. Trueblood

(Seal)  
-Borrower

  
\_\_\_\_\_  
Deborah K. Trueblood

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

*[Sign Original Only]*

# TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

**This is an official notice that the mortgage on your home is in default, and S&T BANK intends to foreclose. Specific information about the nature of the default is provided in the attached pages.**

The Commonwealth of Pennsylvania's  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE  
PROGRAM

may be able to help save your home.  
This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING  
AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE.  
Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your  
County are listed at the end of this Notice.

If you need more information call the  
PENNSYLVANIA HOUSING FINANCE AGENCY  
at 1-800-342-2397  
Persons with impaired hearing can call 717-780-1869

**This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.**

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION IMMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.



RESOURCE RECOVERY

456 MAIN STREET • P.O. BOX D • BROCKWAY, PA 15824 • 814-268-1130  
FAX 814-268-1126

July 19, 2002

RANDELL A TRUEBLOOD  
2906 E MULBERRY  
GREENVILLE NC 27858

RE: Mortgage Loan #368-01000299022 Note number 00001

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE.

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS.** IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

If you meet with one of the consumer credit counseling agencies listed at the end of this notice, S & T Bank may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone number of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise S & T Bank immediately of your intentions.

Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with S & T Bank, you have the right to apply for financial assistance from the Homeowner's Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance)

### **HOW TO CURE YOUR MORTGAGE DEFAULT**

The MORTGAGE held by S & T Bank on your property located in Sandy Township, Clearfield County, State of Pennsylvania, **IS SERIOUSLY IN DEFAULT** (because you have not made the monthly payment of \$854.00 each for the months of June and July, 2002 for a total of \$1,708.00). Late charges (and other costs) have also accrued to date in the amount of \$560.05. The total amount past due required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is **\$2,268.05**.

You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO S & T BANK, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD**. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

S & T Bank  
Resource Recovery Department  
456 Main Street, PO Box D  
Brockway, PA 15824

Randell A. Trueblood

July 19, 2002

Page 3 of 4

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If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **S & T BANK INTENDS TO EXERCISE IT RIGHTS TO ACCELERATE THE MORTGAGE DEBT.** This means that the entire outstanding balance of this debit will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, S & T Bank also intends to instruct its attorneys to start legal action to **FORECLOSE UPON YOUR MORTGAGED PROPERTY.**

The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If S & T Bank refers your case to its attorneys, but you cure the delinquency before S & T Bank begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by S & T Bank even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe S & T Bank, which may also include other reasonable costs. **IF YOU CURE THE DEFAULT WITHIN THE THIRTY (30) DAY PERIOD, YOU WILL NOT BE REQUIRED TO PAY ATTORNEY'S FEES.**

S & T Bank may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by S & T Bank and by performing any other requirements under the mortgage. **CURING YOUR DEFAULT IN THE MANNER SET FORTH IN THIS NOTICE WILL RESTORE YOUR MORTGAGE TO THE SAME POSITION AS IF YOU HAD NEVER DEFAULTED.**

It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **APPROXIMATELY 6 MONTHS FROM THE DATE OF THIS NOTICE.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what is required or action will be by contacting a representative from S & T Bank at:

S & T Bank  
Resource Recovery Department  
456 Main Street, PO Box D  
Brockway, PA 15824  
Phone: 814-268-1130 Fax: 814-268-1126

You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by S & T Bank at any time.

Randell A. Trueblood

July 19, 2002.

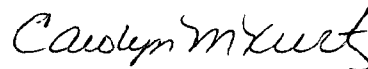
Page 4 of 4

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You \_\_\_ may or X may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

You may also have the right TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF. TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.) TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS. TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY S & T BANK. TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Very truly yours,



Carolyn M. Kurtz  
Resource Recovery Officer

CMK/amb  
Enclosure

## CLEARFIELD COUNTY

Keystone Economic Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
Fax: (814) 539-1688

Indiana County Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
Fax: (724) 465-5118

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
(814) 944-8100  
Fax: (814) 944-5747

CCCS of Northeastern PA  
1631 S. Atherton Street, Suite 100  
State College, PA 16801  
(814) 238-3668  
Fax: (814) 238-3669

CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

# TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

**This is an official notice that the mortgage on your home is in default, and S&T BANK intends to foreclose. Specific information about the nature of the default is provided in the attached pages.**

The Commonwealth of Pennsylvania's  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE  
PROGRAM

may be able to help save your home.  
This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE.  
Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice.

If you need more information call the  
PENNSYLVANIA HOUSING FINANCE AGENCY  
at 1-800-342-2397  
Persons with impaired hearing can call 717-780-1869

**This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.**

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION IMMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.



RESOURCE RECOVERY

456 MAIN STREET • P.O. BOX D • BROCKWAY, PA 15824 • 814-268-1130  
FAX 814-268-1126

July 19, 2002

DEBORAH K TRUEBLOOD  
533 BUCKEYE HOLLOW ROAD  
SALTVILLE PA 24370

RE: Mortgage Loan #368-01000299022 Note number 00001

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE.

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS.** IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

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**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

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Resource Recovery Department  
456 Main Street, PO Box D  
Brockway, PA 15824

Deborah K. Trueblood

July 19, 2002.

Page 3 of 4

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Resource Recovery Department  
456 Main Street, PO Box D  
Brockway, PA 15824  
Phone: 814-268-1130 Fax: 814-268-1126

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Deborah K. Trueblood

July 19, 2002,

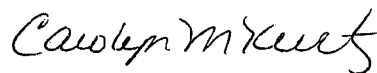
Page 4 of 4

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Very truly yours,



Carolyn M. Kurtz  
Resource Recovery Officer

CMK/amb  
Enclosure

## CLEARFIELD COUNTY

Keystone Economic Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
Fax: (814) 539-1688

Indiana County Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
Fax: (724) 465-5118

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
(814) 944-8100  
Fax: (814) 944-5747

CCCS of Northeastern PA  
1631 S. Atherton Street, Suite 100  
State College, PA 16801  
(814) 238-3668  
Fax: (814) 238-3669

CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RANDELL A TRUEBLOOD  
1486 TREASURE LAKE  
DUBOIS PA 15801-9039

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) \_\_\_\_\_ B. Date of Delivery 12-29-02

C. Signature [Signature] ☒ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, enter delivery address below: \_\_\_\_\_

3. Service Type ☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)

7002 0460 0002 7397 19503

PS Form 3811, July 1999

Domestic Return Receipt

EXHIBIT D

-0952

[illegible]

• Sender: Please print your name, address, and ZIP+4 in this box •

**S & T BANK**  
**RESOURCE RECOVERY**  
**P.O. BOX D**  
**BROCKWAY PA 15624**

[illegible]

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
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DEBORAH K TRUEBLOOD  
1486 TREASURE LAKE  
DUBOIS PA 15801-9039

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

B. Date of Delivery

7-29-02

C. Signature

X  ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, enter delivery address below:

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)

7002 0460 0002 7397 9510

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

[illegible]

• Sender: Please print your name, address, and ZIP+4 in this box •

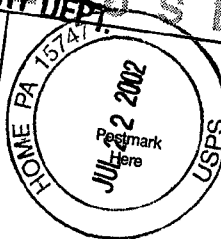
**S & T BANK**  
**RESOURCE RECOVERY**  
**P.O. BOX D**  
**BROCKWAY PA 15624**

11-24-0504

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

RESOURCE RECOVERY DEPT

Postage	\$ 60
Certified Fee	238
Return Receipt Fee (Endorsement Required)	175
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 465



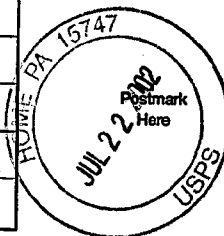
Sent To  
**DEBORAH K TRUEBLOOD**  
Street, Apt. No.,  
or PO Box No. 1486 TREASURE LAKE  
City, State, ZIP+4  
DUBOIS PA 15801-9039  
PS Form 3800, January 2001

See Reverse for Instructions  
EXHIBIT

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

RESOURCE RECOVERY DEPT  
OFFICIAL USE

Postage	\$ 60
Certified Fee	230
Return Receipt Fee (Endorsement Required)	175
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 465



Sent To  
**RANDELL A TRUEBLOOD**  
Street, Apt. No.,  
or PO Box No. 1486 TREASURE LAKE  
City, State, ZIP+4  
DUBOIS PA 15801-9039  
PS Form 3800, January 2001

See Reverse for Instructions

Lap over margin

FILED

SEP 10 2002

William A. Shaw  
Prothonotary

200 SHF  
010:30 1cc Att  
Att Smith pd  
980.00

PETER F. SMITH  
ATTORNEY

30 SOUTH SECOND STREET  
P.O. BOX 130  
CLEARFIELD, PA. 16830

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 13861

S & T BANK

02-1403-CD

VS.

TRUEBLOOD, RANDELL A.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

---

NOW, APRIL 1, 2003 @ 11:26 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF JUNE 6, 2003 WAS SET.

**FILED**  
012:56871  
SEP 11 2003

NOW, APRIL 2, 2003 DEPUTIZED THE SHERIFF OF SMYTH COUNTY, VIRGINIA TO SERVE DEBORAH K. TRUEBLOOD. William A. Shaw Prothonotary/Clerk of Courts

NOW, APRIL 2, 2003 DEPUTIZED THE SHERIFF OF PITT COUNTY NC TO SERVE RANDELL A. TRUEBLOOD.

NOW, APRIL 8, 2003 @ 8:45 A.M. O'CLOCK ROGER K. STURGILL OF THE SMYTH COUNTY SHERIFF OFFICE SERVED DEBORAH K. TRUEBLOOD, DEFENDANT AT THE CHILHOWIE TOWN HALL BY HANDING TO DEBORAH K. TRUEBLOOD, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, APRIL 20, 2003 W. J. LANIER OF THE PITT COUNTY SHERIFF DEPARTMENT SERVED RANDELL A. TRUEBLOOD, DEFENDANT PERSONALLY BY HANDING TO RANDELL A. TRUEBLOOD, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

NOW, JUNE 6, 2003 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$77,000.00 + COSTS.

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 13861

**S & T BANK**

**02-1403-CD**

**VS.**

**TRUEBLOOD, RANDELL A.**

**WRIT OF EXECUTION      REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, JUNE 16, 2003 BILLED ATTORNEY FOR COSTS DUE.**

**NOW, JUNE 26, 2003 RECEIVED CHECK FROM THE ATTORNEY FOR COSTS DUE.**

**NOW, AUGUST 25, 2003 SENT REVISED BILLING FOR COSTS DUE.**

**NOW, SEPTEMBER 8, 2003 RECEIVED CHECK FROM ATTORNEY FOR COSTS DUE.**

**NOW, SEPTEMBER 10, 2003 PAID COSTS FROM THE ADVANCE AND ATTORNEY  
CHECKS.**

**NOW, SEPTEMBER 11, RETURNED WRIT AS SALE BEING HELD ON THE PROPERTY  
OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR  
\$77,000.00 + COSTS.**

**NOW, SEPTEMBER 11, 2003 A DEED WAS FILED.**

**SHERIFF HAWKINS      \$1,771.86**

**SURCHARGE      \$40.00**

**PAID BY PLAINTIFF**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13861

S & T BANK

02-1403-CD

VS.

TRUEBLOOD, RANDELL A.

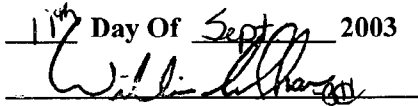
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SHERIFF RETURNS

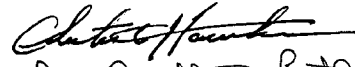

Sworn to Before Me This

So Answers,

11<sup>th</sup> Day Of Sept 2003



WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

  
  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

S & T BANK,

Plaintiff

vs.

RANDELL A. TRUEBLOOD and  
DEBORAH K. TRUEBLOOD,  
Defendants

No. 2002-1403-CD

**WRIT OF EXECUTION  
NOTICE**

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may also have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing; and, (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to Court ready to explain your exemption. If you do not come to Court to prove your exemptions, you may lose some of your property.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

Clearfield County Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641 ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

S & T BANK,	:	
	:	
Plaintiff	:	
	:	No. 2002-1403-CD
vs.	:	
	:	
	:	
RANDELL A. TRUEBLOOD and	:	
DEBORAH K. TRUEBLOOD,	:	
Defendants	:	

**WRIT OF EXECUTION**

Commonwealth of Pennsylvania/County of Clearfield  
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's commission against the Defendant above:

1. You are directed to levy upon the real estate owned by the Defendant as follows and sell their interest therein:

**The parcel of real estate subject to this action consists of two-story split-level house with beige siding and brick along with a two car attached garage known as 1486 Treasure Lake, DuBois, Pennsylvania, 15801, Clearfield County more particularly described as follows:**

**ALL that certain tract of land designated as Section 13A, Lot 205, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office in Misc. Docket Map File No. 25.**

**EXCEPTING AND RESERVING therefrom and subject to:**

- 1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments or record and in the aforesaid recorded plan.**
- 2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.**
- 3. All minerals and mining rights of every kind and nature.**
- 4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.**

5. The right of the owner and /or operator of any facilities within the said Treasure Lake Subdivision to assess fees and charges against Grantee, its heirs, administrators, executors, successors and assigns for the use and /or maintenance of any such facilities which; if unpaid, shall become a lien upon the land and be an encumbrance against it.

BEING the same premises which were conveyed to Randell A. Trueblood and Deborah K. Trueblood, husband and wife, by Deed of Robert M. Van Alstine and Judith A. Van Alstine, husband and wife, dated June 6, 2000, recorded at Clearfield County Instrument Number 20008224.

Also identified by Clearfield County Tax Map Number 128-D2-13A-205-21.

2. Amounts Due:

a)	Balance	\$69,244.33
b)	Late Fees	\$ 161.50
c)	Interest Due to 08/23/02	\$ 1,946.43
d)	Additional Fees	\$ 430.85
e)	Interest accruing after 08/23/02 at \$17.0739444 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Prothonotary's costs	\$ <u>228.14</u>

PRELIMINARY TOTAL	\$71,783.11
FINAL TOTAL	\$ _____

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA  
Prothonotary

By:   
Deputy

Received 3-4-03 @ 3:30 P.M.  
Cheston A. Hawkins  
By Cynthia Butler-Aughenbaugh

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

S & T BANK,

Plaintiff

vs.

RANDELL A. TRUEBLOOD and  
DEBORAH K. TRUEBLOOD

Defendants

No. 2002-1403-CD

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which had been levied upon,

(a) I desire that my \$300.00 statutory exemption be

\_\_\_\_ (i) Set aside in kind (specify property to be set aside in kind):

\_\_\_\_ (ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300.00 statutory exemption: \_\_\_\_ in cash \_\_\_\_ in kind (specify property):

(b) Social Security benefits on deposit in the amount of \$\_\_\_\_\_.

(c) Other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption. Notice of hearing should be given to me at:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

Date: \_\_\_\_\_

\_\_\_\_\_  
Defendant

**THIS CLAIM TO BE FILED WITH  
THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY**

Clearfield County Sheriff  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641

## **MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms, and equipment
3. Most wages and unemployment compensation
4. Social security benefits
5. Certain retirements funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME TRUEBLOOD NO. 02-1403-CD

NOW, June 6, 2003, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 6TH day of JUNE 2003, I exposed the within described real estate of RANDELL A. TRUEBLOOD AND DEBORAH K. TRUEBLOOD to public venue or outcry at which time and place I sold the same to S & T BANK

he/she being the highest bidder, for the sum of appropriations, viz:

and made the following

## SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	13.68
POSTING	15.00
CSDS	10.00
COMMISSION 2%	1,540.00
POSTAGE	5.18
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	77,000.00
RETURNS/DEPUTIZE	18.00
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>1,771.86</b>

## DEED COSTS:

ACKNOWLEDGEMENT 5.00	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>28.50</b>

## PLAINTIFF COSTS, DEBIT & INTEREST:

DEBT-AMOUNT DUE	69,244.33
INTEREST	1,946.43
TO BE ADDED TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	161.50
COST OF SUIT -TO BE ADDED	430.85
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>71,783.11</b>

## COSTS:

ADVERTISING	354.06
TAXES - collector PD	
TAXES - tax claim NONE	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	1,771.86
LEGAL JOURNAL AD	99.00
PROTHONOTARY	228.14
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

**TOTAL COSTS 2,626.56**

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

Account No.

STATE OF PENNSYLVANIA

COUNTY OF CLEARFIELD

S&T Bank

Plaintiff

VS

No. 2002-1403-CD

RANDELL A. TRUEBLOOD and

DEBORAH K. TRUEBLOOD

241646

Defendants

**AFFIDAVIT OF SERVICE**

STATE OF VIRGINIA

COUNTY OF SMYTH

SS.: # 326

ROGER K. STURGILL

being duly sworn, deposes and says: that deponent is not a party to this action, is over 18 years of age and resides at 111 W. COURT ST. MARION, VA. That

on APRIL 8 2003 at 8:45 AM at CHICKENHOLE TOWN HALL deponent served the within Writ of Execution Notice of Sheriff's Sale and copy of Sheriff's Levy on Deborah K. Trueblood defendant therein named. DT 04-08-03  
INDIVIDUAL by delivering a true copy of each to said defendant personally; deponent knew the person so served to be the person described as said defendant therein.

1. ☒ CORPORATION a                                  corporation, by delivering thereat a true copy of each to personally, deponent knew said corporation so served to be the corporation described in said summons as said defendant and knew said individual to be                                  TITLE thereof

SUITABLE AGE PERSON ☐ by delivering thereat a true copy of each to                                  a person of suitable age and discretion. Said premises is defendant's ( ) actual place of business ( ) dwelling house ( ) usual place of abode within the state.

APFIXING TO DOOR, ETC. ☐ by affixing a true copy of each to the door of said premises, which is defendant's ( ) actual place of business ( ) dwelling house ( ) usual place of abode within the state. Deponent was unable, with due diligence to find defendant or a person of suitable age and discretion, thereat, having called there

on                                  20                                  at                                  on                                  20                                  at                                   
on                                  20                                  at                                  on                                  20                                  at                                 

MAILING USE WITH 3 OR 4 ☐

Deponent describes the door as follows:                                   
Deponent also enclosed a copy of same in a postpaid sealed wrapper properly addressed to defendant at defendant's last known ( ) residence ( ) place of business, at                                  and deposited said wrapper in a post office official depository under exclusive care and custody of the United States Postal Service within the State of                                 . The wrapper was clearly marked, "Personal and Confidential" and did not indicate that the papers enclosed were from an attorney or contained legal papers.

DESCRIPTION USE WITH 1, 2, OR 3 ☐

Deponent describes the individual served as follows:

( ) Male	( ) White Skin	( ) Black Hair	( ) White Hair	( ) 14-20 Yrs.	( ) Under 5'	( ) Under 100 Lbs.
( ) Female	( ) Black Skin	( ) Brown Hair	( ) Balding	( ) 21-35 Yrs.	( ) 5'0"-5'3"	( ) 100-130 Lbs.
	( ) Yellow Skin	( ) Blond Hair	( ) Mustache	( ) 36-50 Yrs.	( ) 5'4"-5'8"	( ) 131-160 Lbs.
( ) glasses	( ) Brown	( ) Grey Hair	( ) Beard	( ) 51-65 Yrs.	( ) 5'9"-6'0"	( ) 161-200 Lbs.
( ) photo	( ) Red Skin	( ) Red Hair	( ) Goatee	( ) Over 65 Yrs.	( ) Over 6'	( ) Over 200 Lbs.

Other identifying features:                                 

MILITARY USE WITH ALL ☐

Deponent asked the person spoke to if the defendant was presently in military service of the United States Government or on active duty in the military service of the State of                                  and was told ( ) NO ( ) YES Branch                                  Location                                  Other                                 

VERIFICATION USE WITH 4 ☐

Deponent spoke to                                  at                                  who verified the information on the defendant's address and military service.

Commonwealth of Virginia, County of Smyth, to-wit:  
Sworn to before me, this

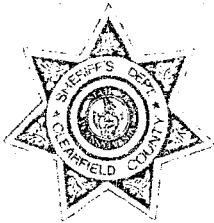
8th day of April, 20 03

June C. Harris  
NOTARY PUBLIC

Roger K. Sturgill  
Signature  
ROGER K. STURGILL  
Print Full Name

(My commission expires: 12-31-2003)

(SEAL)



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915

ROBERT SNYDER  
CHIEF DEPUTY

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S & T BANK

TERM & NO. 02-1403-CD

VS

RANDELL A. TRUEBLOOD AND  
DEBORAH K. TRUEBLOOD

DOCUMENT TO BE SERVED:

WRIT OF EXECUTION  
NOTICE OF SALE  
COPY OF LEVY

**SERVE BY:**

MAY 2, 2003

**MAKE REFUND PAYABLE TO: ATTORNEY- RETURN TO BE SENT TO THIS OFFICE**

**SERVE:** DEBORAH K. TRUEBLOOD

**ADDRESS:** 533 BUCKEYE HALLOW ROAD, SALTVILLE, VA 24370

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF SMYTH COUNTY Virginia to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 2nd Day of APRIL 2003.

Respectfully,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY



PITT COUNTY, NORTH CAROLINA  
**OFFICE OF THE SHERIFF**  
MAC MANNING, SHERIFF

State of North Carolina

Pitt County

I, W. J. Lanier, being first duly sworn, depose & say that I am a duly appointed, sworn & qualified Deputy Sheriff in and for the county of Pitt, North Carolina.

I am authorized by the laws of the State of North Carolina to serve Civil Process in the County of Pitt, North Carolina.

On the 20<sup>th</sup> day of April, 2003,  
X I made service of the Writ of Execution, Notice of Sale + copy of Levy upon the following person(s), Randell A. Trueblood,  
by Personal Service  
Defendant was not served for the following reason:

This, the 20<sup>th</sup> day of April, 2003.

Mac E. Manning Jr.,  
Sheriff of Pitt County

By: W. J. Lanier 7359  
Deputy Sheriff

Sworn and subscribed to before me,

This the 20<sup>th</sup> day of April, 2003

Shirley H. Stanley  
Notary Public

My Commission Expires: August 19, 2004

(Seal)

**Sheriff's Office**  
**Clearfield County**

OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915

CHESTER A. HAWKINS  
SHERIFF

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

ROBERT SNYDER  
CHIEF DEPUTY  
CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK  
PETER F. SMITH  
SOLICITOR

**DEPUTATION**

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

S & T BANK

TERM & NO. 02-1403-CD

VS

DOCUMENT TO BE SERVED:

RANDELL A. TRUEBLOOD AND  
DEBORAH K. TRUEBLOOD

WRIT OF EXECUTION  
NOTICE OF SALE  
COPY OF LEVY

**SERVE BY:**

MAY 2, 2003

***MAKE REFUND PAYABLE TO: ATTORNEY- RETURN TO BE SENT TO THIS OFFICE***

**SERVE: RANDELL A. TRUEBLOOD**

**ADDRESS: 1060 JULIA LANE, GREENVILLE, NC 27858**

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF PITT COUNTY North Carolina to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 2nd Day of APRIL 2003.

Respectfully,

  
CHESTER A. HAWKINS  
SHERIFF OF CLEARFIELD COUNTY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

S & T BANK

Plaintiff

vs.

RANDELL A. TRUEBLOOD and  
DEBORAH K. TRUEBLOOD

Defendant

No. 2002-1403-CD

**CERTIFICATE OF SERVICE**

I, Peter F. Smith, Counsel for the Plaintiff in the above-captioned matter, being duly sworn according to law, depose and say that I sent by First Class Mail, Postage Prepaid, a true and correct copy of the **NOTICE PURSUANT TO P.A.R.C.P. 3129** and **SHERIFF'S SALE OF VALUABLE REAL ESTATE** on the following parties at the following addresses on March 4, 2003:

Randell A. Trueblood  
1060 Julia Lane  
Greenville, NC 27858

Deborah K. Trueblood  
533 Buckeye Hallow Road  
Saltville, VA 24370

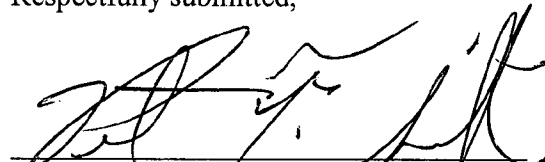
S & T Bank  
456 Main Street  
P.O. Box D  
Brockway, PA 15824

Northwest Consumer Discount  
d/b/a DuBois Financial Services  
DuBois Mall Annex room 55  
DuBois, AP 15801


Total Environmental Services  
487 Treasure Lake  
DuBois, PA 15801

Respectfully submitted,

Date: 10-21-03


  
Peter F. Smith, Attorney for Plaintiff

SWORN AND SUBSCRIBED  
before me this 21<sup>st</sup> day of October, 2003.

  
Notary Public

NOTARIAL SEAL  
HOLLY A. BRESSLER, Notary Public  
Clearfield Boro, Clearfield Co., PA  
My Commission Expires Sept. 12, 2006

**FILED**

O 10:02 PM 2003 Oct 22  
OCT 22 2003 

William A. Shaw  
Prothonotary